

August 20, 2007

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER  
FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: HOLLYLYNN FORD  
STATE CONTRACT PROCUREMENT OFFICER  
302-857-4559

SUBJECT: **AWARD NOTICE - Addendum #1 Effective Date May 8, 2008**  
**CONTRACT NO. 07-230-HF**  
**GLASS REPAIR & REPLACEMENT, STATE VEHICLES & HEAVY EQUIPMENT**

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**TABLE OF CONTENTS  
OF  
KEY CONTRACT INFORMATION**

1. MANDATORY USE CONTRACT:	2
2. CONTRACT PERIOD:	2
3. VENDORS:	2
4. SHIPPING TERMS:	2
5. DELIVERY AND PICKUP:	2
6. PRICING:	3-4
ADDITIONAL TERMS AND CONDITIONS	5-6

## **KEY CONTRACT INFORMATION**

### **1. MANDATORY USE CONTRACT:**

[\(Return to Table of Contents\)](#)

**REF: Title 29, Chapter 6911(d) Delaware Code.** Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, Department of Elections, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

### **2. CONTRACT PERIOD:**

[\(Return to Table of Contents\)](#)

Each Vendors contract shall be valid for a one (1) year period from September 1, 2007 through August 31, 2008. Each contract may be renewed for two (2) additional one year periods through negotiation between the contractor and Government Support Services. Negotiation must be initiated no later than ninety (90) days prior to the termination of the current agreement.

**This contract has been extended and will remain in effect through August 31, 2009.**

### **3. VENDORS:**

[\(Return to Table of Contents\)](#)

**Union Auto Glass  
841 Old Baltimore Pike, Unit 1  
Newark, DE 19702  
POC: Mike Lattomut  
Phone: 302-731-2747  
Fax: 302-369-9582  
Email: [unionautoglassofdel@yahoo.com](mailto:unionautoglassofdel@yahoo.com)  
Federal EIN: 51-0313070**

### **4. SHIPPING TERMS:**

[\(Return to Table of Contents\)](#)

F.O.B. destination.

### **5. DELIVERY AND PICKUP:**

[\(Return to Table of Contents\)](#)

The awarded vendor has nine (9) mobile units for responding to any location statewide. However, there is no charge for pickup and delivery in case the vehicle is repaired at the vendor's business location.

**6. PRICING:**

[\(Return to Table of Contents\)](#)

Prices will remain firm for the term of the contract year.

**GLASS DISCOUNT**

Replace Windshield	Discount off published list prices 86%
Replace door & back vents	Discount off published list prices 86%
Replacement of flat glass	Discount off published list prices 86%

**LABOR & SUPPLIES FOR GLASS INSTALLATIONS AT SUPPLIER LOCATIONS:**

Windshields	<u>\$110.00 + \$20.00 urethane kit if applicable</u>
Tempered Glass	<u>\$110.00 + \$20.00 urethane kit if applicable</u>
Curved Tempered	<u>\$110.00 + \$20.00 urethane kit if applicable</u>
Flat Laminated	<u>\$110.00 + \$20.00 urethane kit if applicable</u>

**LABOR & SUPPLIES FOR GLASS INSTALLATIONS AT MOBILE UNITS:**

Windshields	<u>\$110.00 + \$20.00 urethane kit if applicable</u>
Tempered Glass	<u>\$110.00 + \$20.00 urethane kit if applicable</u>
Curved Tempered	<u>\$110.00 + \$20.00 urethane kit if applicable</u>
Flat Laminated	<u>\$110.00 + \$20.00 urethane kit if applicable</u>

**LABOR & SUPPLIES FOR GLASS REPAIR AT SUPPLIER LOCATIONS:**

Leaking Windshields	<u>\$110.00</u>
Common Fractures	<u>\$75.00</u>
Replace Weather Stripping	<u>\$25.00</u>

**LABOR & SUPPLIES FOR GLASS REPAIR AT MOBILE UNITS:**

Leaking Windshields	<u>\$110.00</u>
Common Fractures	<u>\$75.00</u>
Replace Weather Stripping	<u>\$25.00</u>

**RESPONSE TIME:**

Prior to 9:30 A.M.	<u>8 hours</u>
After 9:30 A.M.	<u>24 hours</u>

**6. PRICING (CON'T):**

[\(Return to Table of Contents\)](#)

Prices will remain firm for the term of the contract year.

**WARRANTY PERIOD:**

<b>Replacement Glass</b>	<b><u>Limited lifetime warranty</u></b>
<b>Glass Repair</b>	<b><u>n/a</u></b>

**HOURS OF OPERATION:**

<b>Monday</b>	<b>7:30 to 5:00</b>
<b>Tuesday</b>	<b>7:30 to 5:00</b>
<b>Wednesday</b>	<b>7:30 to 5:00</b>
<b>Thursday</b>	<b>7:30 to 5:00</b>
<b>Friday</b>	<b>7:30 to 5:00</b>
<b>Saturday</b>	<b>7:30 to 1:00</b>
<b>Sunday</b>	<b>emergency on-call services</b>
<b>Closed Holidays</b>	<b>emergency on-call services</b>

**VENDOR LOCATIONS:**

**841 Old Baltimore Pike, Unit 1  
Newark, DE 19702  
302-731-2747/888-88-CRACK**

**804 North Lincoln Street  
Wilmington, DE 19702  
302-654-7854**

**93 North Saulsbury Rd  
Dover, DE 19904  
302-674-3577**

## **ADDITIONAL TERMS AND CONDITIONS**

[\(Return to Table of Contents\)](#)

### **7. BILLING:**

The successful vendor is required to **"Bill as Shipped" to the respective ordering agency(s).** Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

### **8. PAYMENT:**

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

### **9. PRODUCT SUBSTITUTION:**

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

### **10. ORDERING PROCEDURE:**

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

### **11. REQUIREMENTS:**

This contract is issued to cover the Glass Repair and Replacement for State Vehicles and Heavy Equipment requirements for all State Agencies, and shall be accessible to any School District, Political Subdivision, or Volunteer Fire Company.

### **12. HOLD HARMLESS:**

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

13. **NON-PERFORMANCE:**

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

14. **FORCE MAJEURE:**

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

15. **AGENCY'S RESPONSIBILITIES:**

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.